



IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.

Dated: March 16, 2015.

A handwritten signature in black ink, appearing to read "H. Mott".

**H. CHRISTOPHER MOTT
UNITED STATES BANKRUPTCY JUDGE**

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

IN RE:	§	
	§	
WBH ENERGY, LP,	§	Case No. 15-10003-hcm
WBH ENERGY PARTNERS LLC,	§	
WBH ENERGY GP, LLC,	§	Chapter 11
	§	
Debtors.	§	(Jointly Administered)

**ORDER REGARDING HEARING ON
DEBTORS' MOTION FOR INTERIM ORDER APPROVING
BREAK-UP FEE AND EXPENSE REIMBURSEMENT, AND SETTING
MARCH 27, 2015 STATUS HEARING ON DEBTOR-IN-POSSESSION FINANCING**

On March 16, 2015, the Court conducted a hearing on the Emergency Motion for Entry of an Interim Order Approving Break-Up Fee and Expense Reimbursement (dkt# 216) ("Motion") filed by the Debtors. Respective counsel for the Debtors, CL III Funding Holding LLC ("Castlelake"), the Official Creditors' Committee ("Committee"), US Energy Development Corporation ("USED"), and Cantor Fitzgerald Securities, as administrative agent ("Cantor") appeared at the hearing, as well as other parties and counsel for various parties. At the hearing, the Debtors were seeking approval of a contractual break-up fee and expense reimbursement for Cantor, a prospective post-petition debtor-in-possession lender, on an interim basis as set forth in the Motion and Credit Agreement with Cantor attached to the Motion ("Cantor Credit Agreement"). In its

Objection to the Motion and at the hearing, Castllake proposed debtor-in-possession financing ("DIP Financing") by Castllake to the Debtors, subject to negotiation and finalization of certain terms.

Near the conclusion of the hearing, the Debtors, Castllake, the Committee, USED and Cantor announced a stipulation and agreement ("Stipulation") on the record, as follows: (A) by March 27, 2015, the Debtors and Castllake will either reach a definitive written agreement for DIP Financing to be provided by Castllake to the Debtors ("Castllake DIP Financing"), or agree that no definitive agreement for Castllake DIP Financing could be reached; and (B) Cantor will remain committed to providing DIP Financing to the Debtors on the terms set forth in the Cantor Credit Agreement, provided that if the Debtors and Castllake reach a definitive agreement for Castllake DIP Financing by March 27, 2015, and the Castllake DIP Financing is ultimately approved by the Court and is closed, Cantor will be entitled to receive reimbursement of "reasonable" legal fees and expenses and a "reasonable" break-up fee, with the reasonableness to be determined by the Court.

IT IS THEREFORE ORDERED AND NOTICE IS HEREBY GIVEN AS FOLLOWS:

1. The foregoing Stipulation made on the record between the Debtors, Castllake, the Committee, USED and Cantor is hereby approved;
2. On March 27, 2015 at 10:00 a.m. (CT) in the U.S. Bankruptcy Court, Courtroom #2, 903 San Jacinto Blvd., Austin, Texas, the Court will conduct a status hearing with respect to the Castllake DIP Financing and the Motion ("Status Hearing");
3. At the Status Hearing, the Court expects: (A) to be advised as to whether or not the Debtors and Castllake have reached a definitive written agreement for Castllake DIP Financing and the terms of such financing; (B) if definitive terms have been reached on the Castllake DIP Financing, to schedule a hearing (to be held upon further notice to creditors and parties in interest), for the Court to consider approval of the Castllake DIP Financing and a hearing to consider the amount of reasonable legal fees and expenses and a reasonable break-up fee to be received by Cantor; and (C) if no definitive terms of the Castllake DIP Financing have been reached, to reschedule the interim hearing on approval of contractual break-up fee and expense reimbursement for Cantor as set forth in the Cantor Credit Agreement and the Motion, and to reschedule a final hearing on approval of the DIP Financing for the Debtors by Cantor as set forth in Cantor Credit Agreement and the Motion.